

The Scranton Tribune

Published Daily, Except Sunday, by The Tribune Publishing Company, at Fifty Cents a Month. LIVE S. RICHARD, Editor. O. F. BYRBE, Business Manager. New York Office: 150 Nassau St. R. S. VRELAND, Sole Agent for Foreign Advertising.

Entered at the Postoffice at Scranton, Pa., as Second-Class Mail Matter. When space will permit, The Tribune is always glad to print short letters from its friends bearing on current topics, but its rule is that these must be signed, for publication, by the writer's real name, and the condition precedent to acceptance is that all contributions shall be subject to editorial revision.

SCRANTON, MARCH 22, 1900.

REPUBLICAN NOMINATIONS.

Legislature. First District—T. JEFFERSON REYNOLDS. Second District—JOHN SCHEUER, JR.

The president, it is understood, wishes congress to pass a law enabling him to put General Fitzhugh Lee and Joseph Wheeler on the regular army retired list as a token of recognition of their recent services and as a compliment to the Confederate veterans and their sons who fought for a reunited country in the war with Spain. Such an action would be most appropriate.

An Agreement at Last.

THE BASIS of agreement at last reached in the senate upon the subject of Puerto Rico's needs is twofold in character. First, the refunding of tariff duties already collected, and second, 15 per cent. of the Dingley duties for revenue purposes until the island government itself shall certify that such revenue is no longer needed. "This wise arrangement," to quote from the Philadelphia Press, "meets every possible objection, it safeguards constitutional rights. It arrests the pendency of congress in dealing with the new territories. It stills all doubt or fear as to the position of the Philippines. But at the same time it regards first and chiefly the needs of Puerto Rico in levying a tariff and determining its permanence."

One thing has been thoroughly established during this discussion over Puerto Rico. The conscience of the American people is watching over the great dependencies, and spoliation, if it should be attempted, would meet with swift rebuke. As to the immediate details of the pending legislation, the country has visited with a fair amount of interest and will soon perceive and regret its mistake; but its intent commands the highest respect and teaches that our republic may be trusted upon the whole to perform its new duties well.

How it Works.

LAST YEAR the government lost \$29,000,000 in handling second-class mail matter; that is, the expense of handling it was \$29,000,000 more than the postage received. Had the Loud bill been in force, it would have overcome this difference and cleared about \$1,000,000 on the transaction. Some of the big publishing houses which are fighting the Loud bill issue novels at stated intervals and call the issues periodicals, thereby securing the advantage of the cent-a-pound postage rate when other books are charged for at the rate of 4 cents a pound. On this basis the government receives \$22.40 a ton and has to pay almost \$150 a ton for the mere hauling of the stuff, not to speak of the cost of clerk-hire, organization, etc. These book publishers have no more right to expect Uncle Sam to lose money in this way than they would have to ask him to pay their printers.

of course there are other abuses of the mails. The free seed business is an abuse, although so long as it exists we don't blame congressmen for distributing their share. The wholesale franking of stump speeches for political effect is an abuse and a bad one. Political committees ought to pay for their mail privileges just the same as ordinary citizens have to. Maybe the railroads charge too much for hauling the mails. If they do, that, also, should be remedied. But at present the subject before the house is the Loud bill and it ought to pass.

More than 200 applications have been made to the controller of the currency at Washington by persons wishing to take advantage of the new currency law to organize national banks in small communities where banking facilities do not exist. This feature of the law will unquestionably prove to be a widespread benefit.

The Invariable Rule.

THE WORDS of Bishop Potter descriptive of the change in his opinions wrought by a personal view of the Philippine problem are instructive. "We shall keep the islands now," he says, "although at one time he wanted to give them up, because there is no way to get rid of them honorably." Discussion of the question as to whether we ought or ought not to have entered into the possession of them is, he asserts, purely an academic matter, no longer having practical value.

But what of our future? "I believe," says this former colleague of Senator Hoar, ex-Secretary Boutwell and other anti-imperialists, since converted to the administration's side by personal study of the facts, "I believe that for a while a military force of government is the only feasible one. The Philippines cannot govern themselves, or at any rate they cannot organize a government of their own. It is none of our business whether they are or are not. It is only in the rarest cases that any of them have shown any real capacity for governing. Several republics of Aguinaldo came to me when I was in Hong Kong and told me that they were satisfied that there could be no success for his undertaking. The bet-

OPINION IN THE RAILROAD CASE

JUDGE PURDY'S DECISION IN THE MATTER. Erie and Wyoming Valley Company Has No Authority to Build a Branch Road from Hawley to Lackawaxen—Erie Company Had No Lawful Right to Fill Up Bed of Canal Under Its Bridge or to Construct the Track Which It Laid Across the Canal.

The opinion of Judge George Purdy in the equity case of the Erie and Wyoming Valley Railroad company against the Erie Railroad company, which was filed Monday at Milford, Pike county, is in part as follows: This is a proceeding by bill, by the Erie and Wyoming Valley Railroad company, to restrain the Erie Railroad company from interfering with the plaintiff's use for railroad purposes, or otherwise, of a strip of land formerly the wayward part of the Delaware and Hudson canal which extended through Pike county from Hawley to Lackawaxen, with fifteen feet in width on each side of said canal, to compel the removal by the defendant of all material deposited or placed by it on the said land, on or after the twenty-first day of November, 1899.

After stating the facts which he had deduced from the evidence the judge says: Upon the foregoing state of facts we reach the following conclusions of law: First—The Erie Railroad company is the owner of the canal property by the Cornell Steamboat company to the plaintiff. Second—The plaintiff corporation acquired no right, by virtue of its purchase from the Cornell Steamboat company, either by the deed or by the operation of the canal, or to construct and operate a railroad thereon.

Third—So far as the plaintiff corporation has authority to construct a proposed line of railroad, from Hawley to the state line, at Lackawaxen, it has taken the requisite legal steps to do so.

NOT A BRANCH.

Fourth—The plaintiff's proposed railroad from Hawley to Lackawaxen is not a "branch" within the purview of Section 2 of the Act of April 4, 1888.

Fifth—The plaintiff corporation has no authority in law to construct the proposed railroad, from Hawley to Lackawaxen.

Sixth—The plaintiff acquired no title to, or right in, the land in question by reason of its sale in 1888, and its adoption of the route from Hawley to the state line at Lackawaxen, for railroad purposes.

Seventh—At the time of the acts by the defendant, of which the plaintiff complains, the plaintiff had possession of the land upon which these acts were committed, and a cause of action accrued from the Delaware and Hudson company—the former owner.

Eighth—The right of the Delaware and Hudson company to the land, involved in the issue, to the Cornell Steamboat company, and the authority of the latter company to transfer same to the plaintiff, were unquestioned by the defendant corporation in this case.

Ninth—The defendant corporation had no lawful right, either to fill the canal basin under its railroad bridge, or to construct the railroad track, which it built about November 28, 1899, across the canal west of the bridge.

Tenth—With regard to the operations of the defendant in filling the canal beneath the railroad bridge, the plaintiff has an adequate remedy at law.

Eleventh—The defendant should be required to remove from the land in question, the material deposited or constructed by it after the injunction order was served; and should be enjoined from any further acts upon or about the land in question, which would require a legal right in the premises.

Twelfth—The defendant should pay the costs of this proceeding.

Considerable space is devoted to a discussion of the plaintiff's rights under the purchase from the Cornell Steamboat company and the opinion then proceeds as follows:

As to the plaintiff's right to construct the road as a "branch."

But if it be conceded that this purchase of the canal by the plaintiff gave it the right to construct a railroad thereon. Such right must have some other foundation, independent of the soil over which it is located.

If, under the branching power, the plaintiff may build the contemplated branch from Hawley to Lackawaxen, it may also build another branch from Hawley to Port Griffith, and thus have two distinct and independent lines between the same points, in present case. And if the topography of the county would permit the construction of a third line, and some other carrying corporation were ready to take in its way, it might again go into the branching business and repeat the proceeding on the other side of its present line; or it might construct a fourth line, but from Port Griffith to Lackawaxen direct, instead of from Hawley.

We believe it was never the intention of the legislature, by this act, to give any such wholesale license to railroad corporations.

The operation of the plaintiff's present road by the defendant would not, perhaps, preclude it from constructing a branch from the main line at Lackawaxen to the state line, and so on, under the terms of the lease, to pay for the use of a plaintiff's line, fifty thousand dollars a year for eleven years yet to come, and the defendant by failure of the plaintiff to furnish coal for transportation over the line, as provided in the contract of lease; and, so long as the lease is in force, it has no use for another line, over the same territory. But doubtless it is the purpose of the plaintiff, in constructing another line, to carry the coal of the Pennsylvania Coal company, heretofore delivered to the defendant for transportation; in which case the defendant would be forced to terminate the lease. Then the plaintiff would own and control two lines of railroad from Hawley to Lackawaxen, and the defendant would own a section of railroad from Hawley to Honesdale, with no connecting link from Lackawaxen and with no feasible route over which to construct a line.

There is no express provision in the lease, requiring the plaintiff to furnish freight to the defendant, or any stipulation that plaintiff shall not construct another line, but, in view of the situation we do not feel it our duty to strain any relief in aid of the plaintiff's operations.

ABOUT FILLING CANAL.

As to the right of the defendant to fill the canal:

Counsel for the defendant contend that the conditions and restrictions contained in the grant of May 1, 1888, by the Delaware and Hudson Canal company to New York and Erie Railroad company were intended only to parties only for the benefit of the Canal company and its successors in the operation of the canal; and that the defendant had no right to fill the canal, as a waterway, and its alienation by the Canal company, operated

MEASURES THAT DIE A PEACEFUL DEATH

(Concluded from Page 3.) avenue between Market and Breaker streets of Erie alarm company to construct a fire alarm system in the city. Providing for a sewer on the easterly side of Washington avenue. Providing for the acceptance of certain streets in the Fifteenth ward. Providing for the narrowing of Delaware street, between Washington and Wyoming avenues. Providing that no ordinances providing for city improvements be considered by councils if not accompanied by plans and specifications. Providing for one electric light in the Fourteenth ward, between the easterly side of Spruiks Bros. company to construct a fire alarm system in the city. Providing for one electric light in the Sixth ward. Adjusting the pay of permanent firemen. Providing for the payment of claims for the furnishing of Crystal hose house. Providing for the construction of sidewalks on South Main avenue. The claim of William Connell for the constructing by him of pavement in front of Connell building. Providing for the construction of gutters in the Nineteenth ward.

NEVER REPORTED.

A large number of ordinances and resolutions which were referred to the committee never got beyond them. The fire department committee has the largest number of these to its credit. Among them are the following:

Ordinance providing for the payment of claims of Spruiks Bros. against the city. Ordinance providing for the appointment of two additional permanent men in order to give the present paid firemen twenty-four hours leave of absence when they desire. Ordinance providing for additional permanent men for the Cumberland Erie company. Ordinance creating the office of assistant fire chief and fire marshal. Ordinance providing for a fire hydrant in the Twentieth ward. Ordinance providing for a fire alarm box in the Twentieth ward.

PLAINTIFF'S REMEDY.

As to plaintiff's remedy at law, etc.: Proceeding upon the assumption that the plaintiff has no lawful right to construct the proposed railroad, we fail to see how the act of the defendant in filling the canal, which is an irreparable injury to the plaintiff, and why compensation for the injury cannot be recovered in a common law action. It is not the plaintiff's duty to make the damages estimable only by conjecture. There is nothing to show that the Canal company, in itself, or any special value or the property, or any particular use, other than for plaintiff's contemplated railroad; and we are not to be concerned with the operation of the land from showing how, and to what extent, it is damaged by this filling and from recovering such damages in a common law action. The property before the trespass was committed.

We are unable to see why this remedy is not complete and adequate.

It is claimed by the defendant that the filling was done for the sole purpose of strengthening its bridge and making it safe for heavy traffic to pass over it; and that it was done under the belief that it was infringing no right in so doing. If its operations had done the work, was permitted to do so, it would be a common law right; and that it was done under the belief that it was infringing no right in so doing. If its operations had done the work, was permitted to do so, it would be a common law right; and that it was done under the belief that it was infringing no right in so doing.

But, considering this work in connection with the subsequent act of the defendant in installing a switch across the canal, in utter disregard of the injunction order, which had been served, and the fact that the defendant, in the premises, was to obstruct and hinder the plaintiff in its operations respecting the location and construction of its proposed railroad, regardless of the defendant's belief in its legal right to do this filling. The fact that the defendant constructed this switch in its premises to conceal its identity. It is true the defendant's division superintendent, in view of the disposition manifested by this latter proceeding, we think the defendant should also be enjoined from any further illegal acts in the premises, and be required to pay the costs in this case.

Since the final hearing of the case, counsel for the defendant have called our attention to a certain North Shore Railroad Company vs. Pittsburg, Port Wayne and Chicago Railways, 103 Pa., 541, holding that a court of equity has no jurisdiction where the title to land is involved. Doubtless it is the rule that when there are material facts in dispute relating to the title, and if the question were to be settled in a common law action, the court must declare the rights of the parties in the present case. But were it otherwise, it is too late to raise this question, as the case in 103 Pa., cited by counsel, holds.

In accordance with these views we make the following order and decree: This case having been heard on bill, answer, replication, evidence and argument of counsel after due consideration of the questions involved in the issue. Now, March 19, 1900, it is ordered, that the defendant do and that the preliminary injunction heretofore awarded be, and the same is, amended or modified so as to enjoin and restrain the operation of the Erie Railroad company, its agents, servants and employees, from depositing material of any kind upon, and from any interference with the land, now owned by Delaware and Hudson Canal company and situated in the county of Pike and state of Pennsylvania. And it is further ordered that the said Erie Railroad company within ten days from the time it is served with a copy of this order, remove from the land aforesaid, the material deposited thereon, and all materials connected with the construction thereof, which was built by it, or by its employees, on or about the first day of November, 1899, across said canal and land, in the vicinity of Lackawaxen, in the county of Pike aforesaid.

EFFECT OF DECREE.

This order and decree, however, is not to be construed to prohibit or preclude the said defendant, Erie Railroad company, from taking any legal steps, desired by it, to acquire title to the land in question, or to obtain, by virtue of the power of eminent domain or other lawful means, either with respect to its present line of railroad, or any other line, or any branch or other railroad which it may desire to construct.

And this order and decree is not to be construed to preclude the plaintiff from recovering, in a common law action against the defendant, for any damage sustained by the plaintiff by reason of the filling of the canal, beneath the bridge of the defendant, as stated in the plaintiff's bill of complaint. And the defendant's amended and modified injunctions be continued and made permanent and final.

And it is further ordered and decreed that the Erie Railroad company, pay the costs of this proceeding.

MARRIED IN CALIFORNIA.

Well Known Scrantonian Weds in Far Off Fresno.

The marriage of Arthur Albright Jones to Miss Elizabeth Byrbee was solemnized at the home of the bride's parents in Fresno, California, on Tuesday evening last. The groom is a son of Mr. and Mrs. Cyrus D. Jones, of this city.

The parents of the groom, his brother and sister and a number of other persons from Scranton were present at the wedding ceremony.

OFFICE FURNITURE

Roll Top Desks, Flat Top Desks, Standing Desks, Typewriter Desks, And Office Chairs

A Large Stock to Select from.

Hill & Connell 121 N. Washington Ave.

ALWAYS BUSY.

REYNOLDS BROS

Stationers and Engravers, Scranton, Pa.

With this book the simple act of writing produces a copy. Any letter head can be used and a copy produced from pencil or any kind of pen and ink. When the book is filled, extra fillers can be purchased from us at very little cost. Two sizes and bindings in stock.

THE PEN CARBON LETTER BOOK

Teachers and superintendents desiring for class use in picture study, something that is substantial and inexpensive will find these beautiful new reproductions of great value. We have 100 different subjects to select from. The prices are very reasonable and the assortment is complete.

DUPONT'S POWDER

High Explosives. Safety Fuse, Caps and Exploders. Room 407 Canal Building, Scranton.

AGENTS: THOS. FORD, JOHN B. SMITH & SON, W. E. MULLIGAN.

Pittsburgh, Plymouth, Wilkes-Barre.

DOCTOR

I have had a heavy feeling in my head, lungs and stomach for six weeks. I was examined and informed that my heart and lungs were sound. I am alarmed about the condition.

More friends every day. The cause—easy to buy, easy to wear.

\$3.50, \$4.00 and \$5.00.

Lewis, Reilly & Davies, 114-116 Wyoming Avenue.

FINLEY'S WASH GOODS

One-half hours personal inspection of our Wash Goods Stock

will not only make you better acquainted with the immense line of "New Ideas" we are showing for Spring, but will do more to "post" you on values, that have real merit to back them than a whole column of "talk and figures."

Our assortment has never been as large, nor the styles so attractive as now; two conditions which are not likely to exist as the season advances. We make special mention of

Mouseline de Soie, Fil de Soie, Peau de Soie, Dotted Swiss and Swiss Grenadine, Anderson's Silk Cord, Scotch Ginghams, Irish Dimities, Madras, Cheviots, Linen Ginghams, French Percales, Etc. Etc.

Exclusive styles shown in most of the above.

510-512 LACKAWANNA AVENUE

The Prang Platinettes.

THE HUNT & CONNELL CO.

Heating, Plumbing, Gas Fitting, Electric Light Wiring, Gas an Electric Fixtures, Builders Hardware.

434 Lackawanna Avenue

Lawn Seed, White Clover Seed, Red Clover Seed, Timothy Seed, German Millet Seed.

GUNSTER and Forsyth

225-227 PENN AVENUE.

HENRY BELIN, JR.

General Agent for the Wyoming District.

DUPONT'S POWDER

High Explosives. Safety Fuse, Caps and Exploders. Room 407 Canal Building, Scranton.

AGENTS: THOS. FORD, JOHN B. SMITH & SON, W. E. MULLIGAN.

Pittsburgh, Plymouth, Wilkes-Barre.

OFFICE FURNITURE

Roll Top Desks, Flat Top Desks, Standing Desks, Typewriter Desks, And Office Chairs

A Large Stock to Select from.

Hill & Connell 121 N. Washington Ave.

ALWAYS BUSY.

REYNOLDS BROS

Stationers and Engravers, Scranton, Pa.

With this book the simple act of writing produces a copy. Any letter head can be used and a copy produced from pencil or any kind of pen and ink. When the book is filled, extra fillers can be purchased from us at very little cost. Two sizes and bindings in stock.

THE PEN CARBON LETTER BOOK

Teachers and superintendents desiring for class use in picture study, something that is substantial and inexpensive will find these beautiful new reproductions of great value. We have 100 different subjects to select from. The prices are very reasonable and the assortment is complete.

DUPONT'S POWDER

High Explosives. Safety Fuse, Caps and Exploders. Room 407 Canal Building, Scranton.

AGENTS: THOS. FORD, JOHN B. SMITH & SON, W. E. MULLIGAN.

Pittsburgh, Plymouth, Wilkes-Barre.

OFFICE FURNITURE

Roll Top Desks, Flat Top Desks, Standing Desks, Typewriter Desks, And Office Chairs

A Large Stock to Select from.

Hill & Connell 121 N. Washington Ave.

ALWAYS BUSY.

REYNOLDS BROS

Stationers and Engravers, Scranton, Pa.

With this book the simple act of writing produces a copy. Any letter head can be used and a copy produced from pencil or any kind of pen and ink. When the book is filled, extra fillers can be purchased from us at very little cost. Two sizes and bindings in stock.

THE PEN CARBON LETTER BOOK

Teachers and superintendents desiring for class use in picture study, something that is substantial and inexpensive will find these beautiful new reproductions of great value. We have 100 different subjects to select from. The prices are very reasonable and the assortment is complete.

DUPONT'S POWDER

High Explosives. Safety Fuse, Caps and Exploders. Room 407 Canal Building, Scranton.

AGENTS: THOS. FORD, JOHN B. SMITH & SON, W. E. MULLIGAN.

Pittsburgh, Plymouth, Wilkes-Barre.

Railroad Men Get Ready for Inspection

We have now a full line of all makes of Watches that we guarantee to pass. Buy your Watches of an old reliable house. Not some agent who will open shop for two or three months and then skip out. We are here to stay. Our guarantee is "as good as gold." Prices as low as any.

MERCEREAU & CONNELL 130 Wyoming Ave. Coal Exchange.

The Hunt & Connell Co.

Heating, Plumbing, Gas Fitting, Electric Light Wiring, Gas an Electric Fixtures, Builders Hardware.

434 Lackawanna Avenue

Lawn Seed, White Clover Seed, Red Clover Seed, Timothy Seed, German Millet Seed.

GUNSTER and Forsyth

225-227 PENN AVENUE.

HENRY BELIN, JR.

General Agent for the Wyoming District.

DUPONT'S POWDER

High Explosives. Safety Fuse, Caps and Exploders. Room 407 Canal Building, Scranton.

AGENTS: THOS. FORD, JOHN B. SMITH & SON, W. E. MULLIGAN.

Pittsburgh, Plymouth, Wilkes-Barre.

OFFICE FURNITURE

Roll Top Desks, Flat Top Desks, Standing Desks, Typewriter Desks, And Office Chairs

A Large Stock to Select from.

Hill & Connell 121 N. Washington Ave.

ALWAYS BUSY.

REYNOLDS BROS

Stationers and Engravers, Scranton, Pa.

With this book the simple act of writing produces a copy. Any letter head can be used and a copy produced from pencil or any kind of pen and ink. When the book is filled, extra fillers can be purchased from us at very little cost. Two sizes and bindings in stock.

THE PEN CARBON LETTER BOOK

Teachers and superintendents desiring for class use in picture study, something that is substantial and inexpensive will find these beautiful new reproductions of great value. We have 100 different subjects to select from. The prices are very reasonable and the assortment is complete.

DUPONT'S POWDER

High Explosives. Safety Fuse, Caps and Exploders. Room 407 Canal Building, Scranton.

AGENTS: THOS. FORD, JOHN B. SMITH & SON, W. E. MULLIGAN.

Pittsburgh, Plymouth, Wilkes-Barre.

OFFICE FURNITURE

Roll Top Desks, Flat Top Desks, Standing Desks, Typewriter Desks, And Office Chairs

A Large Stock to Select from.

Hill & Connell 121 N. Washington Ave.

ALWAYS BUSY.

REYNOLDS BROS

Stationers and Engravers, Scranton, Pa.

With this book the simple act of writing produces a copy. Any letter head can be used and a copy produced from pencil or any kind of pen and ink. When the book is filled, extra fillers can be purchased from us at very little cost. Two sizes and bindings in stock.

THE PEN CARBON LETTER BOOK

Teachers and superintendents desiring for class use in picture study, something that is substantial and inexpensive will find these beautiful new reproductions of great value. We have 100 different subjects to select from. The prices are very reasonable and the assortment is complete.

DUPONT'S POWDER

High Explosives. Safety Fuse, Caps and Exploders. Room 407 Canal Building, Scranton.

AGENTS: THOS. FORD, JOHN B. SMITH & SON, W. E. MULLIGAN.

Pittsburgh, Plymouth, Wilkes-Barre.

OFFICE FURNITURE

Roll Top Desks, Flat Top Desks, Standing Desks, Typewriter Desks, And Office Chairs

A Large Stock to Select from.

Hill & Connell 121 N. Washington Ave.

ALWAYS BUSY.

FINLEY'S WASH GOODS

One-half hours personal inspection of our Wash Goods Stock

will not only make you better acquainted with the immense line of "New Ideas" we are showing for Spring, but will do more to "post" you on values, that have real merit to back them than a whole column of "talk and figures."

Our assortment has never been as large, nor the styles so attractive as now; two conditions which are not likely to exist as the season advances. We make special mention of

Mouseline de Soie, Fil de Soie, Peau de Soie, Dotted Swiss and Swiss Grenadine, Anderson's Silk Cord, Scotch Ginghams, Irish Dimities, Madras, Cheviots, Linen Ginghams, French Percales, Etc. Etc.